

Exhibit D

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2 UNITED STATES DISTRICT COURT

3 SOUTHERN DISTRICT OF NEW YORK

4 -----X

5 JEAN LIN, 07-CV-3218

6 Plaintiff(s),

7 -against-

8 METROPOLITAN LIFE INSURANCE.

9 Defendant(s).

10 -----X

11 150 East 58th Street

12 New York, NY 10155

13 December 14, 2007

14 10:10 A.M.

15

16 EXAMINATION BEFORE TRIAL OF REGINA

17 SOLOMON-STOWE, a witness on behalf of the Defendant

18 herein, taken by the Attorneys for Plaintiff, held

19 at 150 East 58th Street, New York, New York, 10155,

20 on Friday, December 14, 2007, at 10:00 O'clock A.M.

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<p>1 2 APPEARANCES: 3 4 TRIEF & OLK 5 Attorneys for Plaintiff 6 150 E. 58th Street 7 34th Floor 8 New York, NY 10155 9 BY: Ted Trief 10 BY: Eric Dinnocenzo, Esq. 11 12 TOMASITA SHERER, ESQ. 13 METROPOLITAN LIFE INSURANCE COMPANY 14 Attorneys for Defendant 15 One Metlife Plaza 16 27-01 Queens Plaza North 17 Long Island City, NY 11101 18 19 20 21 * * *</p>	<p>2 3 4 begun; but the failure to do so, or to return 5 the original of this (these) examination(s) 6 to counsel, shall not be deemed a waiver of 7 the rights provided by Rules 3116 and 3117 8 of the C.P.L.R., and shall be controlled 9 thereby; 10 11 IT IS FURTHER STIPULATED AND 12 AGREED by and between(among) counsel for the 13 respective parties hereto, that this(these) 14 examination(s) may be utilized for all purposes 15 as provided by the C.P.L.R.; 16 17 IT IS FURTHER STIPULATED AND 18 AGREED by and between(among) counsel for the 19 respective parties here, that the filing and 20 certification of the original of this(these) 21 examination(s) shall be and the same hereby are 22 waived; 23 24 IT IS FURTHER STIPULATED AND 25 AGREED by and between(among) counsel for the respective parties hereto, that a copy of the</p>
<p>1 2 3 IT IS HEREBY STIPULATED AND 4 AGREED by and between(among) counsel for the 5 respective parties hereto, that: 6 7 All rights provided by the C.P.L.R., 8 including the right to object to any question, 9 except as to form, or to move to strike any 10 testimony at this(these) examination(s), are 11 reserved, and, in addition, the failure to 12 object to any question or to move to strike 13 any testimony at this(these) examination(s) 14 shall not be a bar or waiver to make such 15 motion at, and is reserved for the trial of this action; 16 17 IT IS FURTHER STIPULATED AND 18 AGREED by and between(among) counsel for the 19 respective parties hereto, that this(these) 20 examination(s) may be sworn to by the 21 witness(es) being examined, before a Notary 22 Public other than the Notary Public before 23 whom this(these) examination(s) was (were) 24 25</p>	<p>3 4 Regina Solomon-Stowe 5 6 within examination(s) shall be furnished to 7 counsel representing the witness(es) 8 testifying, without charge. 9 10 IT IS FURTHER STIPULATED AND 11 AGREED by and between(among) counsel for the 12 respective parties hereto, that all rights provided 13 by the C.P.L.R., and Part 221 of the 14 Uniform Rules for the Conduct of Depositions, 15 including the right to object to any question, 16 except as to form, or to move to strike any 17 testimony at this examination is reserved; 18 and in addition, the failure to object to any 19 question or to move to strike any testimony at this examination shall not be a bar or waiver to make such motion at, and is reserved to, the trial of this action. 20 21 * * * 22 23 24 25</p>

<p>1 Regina Solomon-Stowe 6 2 COURT REPORTER: Counselors, please note 3 your appearances. 4 MR. TRIEF: Ted Trief and Olk, and I 5 represent the Plaintiff. 6 MR. DINNOCENZO: Eric Dinnocenzo, Trief & 7 Olk, also representing the Plaintiff. 8 MS. SHERER: Tomasita Sheer, from 9 Metropolitan Life. 10 COURT REPORTER: Raise your right hand. 11 Do you swear or affirm to tell the truth 12 in all matters? 13 THE WITNESS: Yes, I do. 14 COURT REPORTER: State your name and 15 address for the record. 16 THE WITNESS: Regina Solomon-Stowe, and my 17 address is 11-74 Reeves Terrace, Union New 18 Jersey, 07083. 19 REGINA SOLOMON-STOWE, after having first been duly 20 sworn by Raquel Torres, a Notary Public in and 21 for the State of New York, was examined and 22 testified as follows: 23 EXAMINATION BY 24 MR. TRIEF: 25 Q. Good morning.</p>	<p>1 Regina Solomon-Stowe 8 2 A. No. 3 Q. What is the business of Met Life; can I 4 call it "Met Life"? 5 A. Sure. 6 Q. What is the business of Met Life? 7 A. Selling insurance, and also other 8 financial products. 9 Q. And what is your position with Met Life? 10 A. I'm the Senior Technical Claims Advisor. 11 Q. What does that mean? 12 A. I work and provide information to the 13 claims, for death and disabilities claim unit. I 14 review payments that have been made, and I also 15 review rescissions for denial of benefits to make 16 sure that they are abiding by company policy and 17 procedure. 18 Q. So you're reviewing benefits that have 19 already been denied? 20 A. In addition to reviewing other claims that 21 might be unusual circumstances, yes. 22 Q. So besides reviewing claims that have been 23 denied and unusual circumstances, is there anything 24 else that you do as a Senior Technical Claims 25 Advisor?</p>
<p>1 Regina Solomon-Stowe 7 2 A. Good morning. 3 Q. I represent the Lin family and as you 4 heard, my name is Ted Trief. 5 I'll be asking you some questions here 6 this morning. If you don't understand the question, 7 let me know, and I'll be happy to rephrase it. If 8 you do answer it, I'll assume you understand it, 9 okay? 10 A. Okay. 11 Q. If you intend to answer a question "yes" 12 or "no," would you actually say the word "yes" or 13 "no" as opposed to shaking your head? 14 A. Yes. 15 Q. Many times you will understand the 16 question before I complete it, still allow me the 17 opportunity to complete it before you answer it, so 18 the record is clear. 19 A. Correct. 20 Q. By whom are you employed? 21 A. Metropolitan Life Insurance Company. 22 Q. Is that the correct legal name? 23 A. Yes. 24 Q. And are you employed by any subsidiaries 25 or sister or brother companies?</p>	<p>1 Regina Solomon-Stowe 9 2 A. I work with the Law Department in 3 litigation matters. 4 Q. Like this? 5 A. Yes. 6 Q. And you said, "the Law Department," the 7 in-house Law Department of Metropolitan Life? 8 A. Correct. 9 Q. How many times have you testified? 10 A. When you say, "testify," you mean 11 deposition or you mean trial? 12 Q. We'll do both. We're in a deposition in 13 my office today, correct? 14 A. Correct. 15 Q. And how many times have you done something 16 like that? 17 A. This would be the seventh time. 18 Q. And have they all been claims in which 19 Metropolitan Life company has refused to pay death 20 benefits in a claim? 21 A. Not all, no. 22 Q. How many of them? 23 A. Maybe five out of the seven. 24 Q. What were the other two? 25 A. Adverse claims. When we get a claim from</p>

<p>1 Regina Solomon-Stowe 10 2 another beneficiary. 3 Q. When there's competition between two 4 beneficiaries for the same policy? 5 A. Yes. 6 Q. Have you ever testified at trial? 7 A. No. 8 Q. When a death claim is made during the 9 contestability period, is it treated differently 10 than a death claim that is made outside of the 11 contestability period by Met Life? 12 A. Yes. 13 Q. Can you explain the differences in how 14 they're treated? 15 A. With a contestable death claim, as 16 provided under the policy, we have the right to 17 interview the claimant, and just to make sure that 18 all the questions, the responses given on the 19 application are accurate at the time. So there's an 20 interview, there's a gathering of medical records, 21 there may be an interview with the claimant, there 22 could be an interview with the employee, where as if 23 the claim is not contestable, once we get the proof 24 of death along with the claim form, then we can make 25 the accurate payment. If there's no -- if it's just</p>	<p>1 Regina Solomon-Stowe 12 2 Q. So that's two things. You try to 3 interview somebody and you try get authorization, 4 correct; what else? 5 A. Once the medical records are received, 6 then they are reviewed by the claims unit and then 7 forwarded to our underwriting unit for further 8 review to see if there was any material 9 misrepresentation in the application, versus what we 10 have in our records. Once that decision is 11 documented, the file is then sent back to the claims 12 unit, and they would notify the claimant letting 13 them know whether or not we would proceed with the 14 payment. Once that letter is sent, then the file is 15 then forwarded to claims advisory for further review 16 to determine if we agree with their decision to 17 rescind the coverage or to make payment and for 18 recording purposes also. 19 Q. Are you in claims advisory? 20 A. Yes, I am. 21 Q. So you're the final step in the process? 22 A. Correct. 23 Q. And so let me see if I understand the 24 steps. 25 A. Okay.</p>
<p>1 Regina Solomon-Stowe 11 2 a regular death, not accidental or anything like 3 that. 4 Q. So, if a person dies beyond the 5 contestability period, under the policy, you make 6 sure the forms are in, the person submitted a death 7 certificate, and the claim is paid, correct? 8 A. And it's the correct beneficiary. 9 Q. And if the person dies within the 10 contestability period, you investigate to see if 11 there are any inaccuracies in the application and 12 the policy, correct? 13 A. In the application, yes. 14 Q. The application is part of the policy? 15 A. Correct. 16 Q. And tell me what steps Met Life takes to 17 investigate a claim during the contestability 18 period? 19 A. The steps that we take is -- 20 Q. You can list them. 21 A. When we receive the claim, we contact the 22 claimant or the beneficiary, because we have to 23 obtain an interview and also to get authorization in 24 order to obtain the medical records for the 25 insured.</p>	<p>1 Regina Solomon-Stowe 13 2 Q. There's an interview of somebody, 3 correct? 4 A. Correct. 5 Q. Is that usually the beneficiary? 6 A. Usually the beneficiary. 7 Q. And there's a request for authorizations 8 to obtain records? 9 A. Yes. 10 Q. Those are medical records? 11 A. Yes. 12 Q. And then the medical records are reviewed 13 by somebody in claims? 14 A. Correct. 15 Q. The medical records are reviewed by 16 someone in underwriting? 17 A. Correct. 18 Q. Claims and Underwriting then reports their 19 point of view, correct, "pay" or "no pay"? 20 A. Right. 21 Q. The claimant is then notified first? 22 A. Yes. 23 Q. And then after the claimant is notified 24 what the review has determined, then a claims 25 advisory also does another review?</p>

<p>1 Regina Solomon-Stowe 14</p> <p>2 A. Correct.</p> <p>3 Q. Have I gotten it right?</p> <p>4 A. Yes.</p> <p>5 Q. When the process begins during the</p> <p>6 contestability period, does -- withdrawn.</p> <p>7 You're here as a --</p> <p>8 Do you know what a 30B6 witness is; do you</p> <p>9 know what a witness on behalf of the corporation</p> <p>10 is?</p> <p>11 A. A witness who has knowledge of the</p> <p>12 facts.</p> <p>13 Q. They're two kinds of witnesses that you</p> <p>14 can have in Court. One witness is testifying based</p> <p>15 upon their own personal knowledge only, and another</p> <p>16 witness is testifying on their own personal</p> <p>17 knowledge plus the knowledge that they have gotten</p> <p>18 by talking to people and then testifying on behalf</p> <p>19 of the corporation generally?</p> <p>20 Do you know on what basis you're here?</p> <p>21 MS. SHERER: I can just state for the</p> <p>22 record, that she's here on the basis of her</p> <p>23 personal knowledge, and on behalf of the</p> <p>24 company as a 30B6 witness.</p> <p>25 Q. Okay, So as you heard what your Counsel</p>	<p>1 Regina Solomon-Stowe 16</p> <p>2 answer.</p> <p>3 A. Sorry, can you just say it again?</p> <p>4 MS. SHERER: It's confusing for me.</p> <p>5 Q. Sure. Was Met Life aware that if they</p> <p>6 came to the conclusion that there was a material</p> <p>7 misrepresentation, that none of the benefits would</p> <p>8 be paid?</p> <p>9 A. They were aware that the premium refund</p> <p>10 would be refunded.</p> <p>11 Q. But the benefits wouldn't be paid?</p> <p>12 A. Correct.</p> <p>13 Q. And what is a material</p> <p>14 misrepresentation?</p> <p>15 A. A material misrepresentation is something</p> <p>16 that was not answered completely or accurately in</p> <p>17 the application, which would have resulted in not</p> <p>18 issuing that particular policy.</p> <p>19 Q. So, it would require two things, right;</p> <p>20 some inaccuracy and the inaccuracy would have caused</p> <p>21 Met Life to act differently than they did?</p> <p>22 A. Correct.</p> <p>23 Q. And if you didn't have both, it wouldn't</p> <p>24 be a material misrepresentation, correct?</p> <p>25 A. If -- they would not have changed what --</p>
<p>1 Regina Solomon-Stowe 15</p> <p>2 just said, what have you done to educate yourself as</p> <p>3 to the knowledge of the corporation on behalf of</p> <p>4 this claim?</p> <p>5 A. I have reviewed the claim file. I also</p> <p>6 corresponded with the beneficiary in providing a</p> <p>7 more detail of why the claim was denied. I've</p> <p>8 reviewed what the underwriter responded to as far as</p> <p>9 material and misrepresentation, and I also looked at</p> <p>10 the policy as far as the contestable period, reading</p> <p>11 all those provisions to make sure the decision was</p> <p>12 the correct decision.</p> <p>13 Q. So I want to talk to you generally about</p> <p>14 what the corporation, that is what Met Life knows or</p> <p>15 knew?</p> <p>16 A. Okay.</p> <p>17 Q. So it's beyond just what you might know,</p> <p>18 it's information that the corporation itself might</p> <p>19 know, follow?</p> <p>20 A. Okay.</p> <p>21 Q. Did the corporation know that if they</p> <p>22 reviewed this claim during the contestability period</p> <p>23 and said that there was a material misrepresentation</p> <p>24 that the benefits would not be paid?</p> <p>25 MS. SHERER: Objection to form. You can</p>	<p>1 Regina Solomon-Stowe 17</p> <p>2 the policy that we issued, yes, it would not have</p> <p>3 been material.</p> <p>4 Q. Now, policies are written with the help of</p> <p>5 an agent; is that correct?</p> <p>6 A. Correct.</p> <p>7 Q. And the agent is supposed to be answering</p> <p>8 the questions -- sorry, withdrawn.</p> <p>9 The agent is supposed to be asking the</p> <p>10 questions, correct?</p> <p>11 A. The agent asks the questions.</p> <p>12 Q. And the agent is supposed to be asking the</p> <p>13 questions to the insured, correct?</p> <p>14 A. The applicant at the time, yes.</p> <p>15 Q. And the agent is not supposed to be</p> <p>16 answering the questions without talking to the</p> <p>17 insured, correct?</p> <p>18 A. Right...</p> <p>19 MS. SHERER: It seems like you haven't</p> <p>20 finished your answer.</p> <p>21 A. Because they also have teller</p> <p>22 underwriting, in which the insured applicant can</p> <p>23 call in, and they would just answer the questions as</p> <p>24 given on a recorded line.</p> <p>25 Q. But that didn't apply here in this case?</p>

<p>1 Regina Solomon-Stowe 18</p> <p>2 A. No.</p> <p>3 Q. So we'll leave it aside. It's</p> <p>4 interesting, but we might as well stay with what</p> <p>5 matters, correct?</p> <p>6 A. Right.</p> <p>7 Q. In this case, as in many cases, there's an</p> <p>8 interview, there's supposed to be an interview by an</p> <p>9 agent, correct?</p> <p>10 A. Correct.</p> <p>11 Q. What is Met Life's position if the agent</p> <p>12 did not ask the questions on the application?</p> <p>13 MS. SHERER: Objection to form.</p> <p>14 A. There is an agreement disclosure on the</p> <p>15 application which states when the insured applicant</p> <p>16 signs the application, that they are attesting to</p> <p>17 the fact that they read the questions and that the</p> <p>18 agent did not provide any additional information</p> <p>19 that was not documented. They're attesting to the</p> <p>20 truth and all the questions that were answered.</p> <p>21 They said they reviewed the responses and they</p> <p>22 agreed to how everything is worded.</p> <p>23 Q. And what language is that in?</p> <p>24 A. That's in English.</p> <p>25 Q. And does Met Life inquire as to the</p>	<p>1 Regina Solomon-Stowe 20</p> <p>2 regards to the taking of the application and that</p> <p>3 should be included in the claim file.</p> <p>4 Q. And was that a standard statement?</p> <p>5 A. Yes.</p> <p>6 Q. Was the agent actually interviewed or just</p> <p>7 asked to fill out the statement?</p> <p>8 A. Asked to complete the statement.</p> <p>9 Q. But never actually interviewed?</p> <p>10 MS. SHERER: Objection to the form.</p> <p>11 A. I'm not aware of the agent being</p> <p>12 interviewed, no.</p> <p>13 Q. Now, was Mrs. Lin interviewed in this</p> <p>14 case?</p> <p>15 A. This is an interesting case, because the</p> <p>16 claim came in for the disability first. So,</p> <p>17 according to the claim file, when the insured was</p> <p>18 interviewed, he was alive at the time, when they</p> <p>19 went to interview him in regard to the disability</p> <p>20 claim that he made.</p> <p>21 Q. Let me clear that up for the record.</p> <p>22 What happens in life insurance cases is</p> <p>23 that if you're disabled you may not have to pay a</p> <p>24 premium, correct?</p> <p>25 A. Correct.</p>
<p>1 Regina Solomon-Stowe 19</p> <p>2 English proficiency of the person who signs the</p> <p>3 application?</p> <p>4 A. I'm not aware of that, no.</p> <p>5 Q. And so if an agent spoke the language of</p> <p>6 the applicant and filled out the form without asking</p> <p>7 the questions and told the applicant, to sign, is</p> <p>8 there anything that Met Life does to make sure that</p> <p>9 the applicant even knew what representations were</p> <p>10 being made?</p> <p>11 MS. SHERER: Objection to form.</p> <p>12 A. I'm not aware of that.</p> <p>13 Q. Okay, do you know what language the</p> <p>14 applicant spoke here in this particular case?</p> <p>15 A. No.</p> <p>16 Q. Did Met Life ever inquire?</p> <p>17 A. I'm not aware of that, no.</p> <p>18 Q. Do you know what language the agent</p> <p>19 spoke?</p> <p>20 A. No.</p> <p>21 Q. Did Met Life ever inquire?</p> <p>22 A. I'm not aware of that.</p> <p>23 Q. Did Met Life ever do an investigation to</p> <p>24 determine how the application was taken?</p> <p>25 A. We asked for a statement from the agent in</p>	<p>1 Regina Solomon-Stowe 21</p> <p>2 Q. And so Mr. Lin was suffering from Cancer,</p> <p>3 correct?</p> <p>4 A. Correct.</p> <p>5 Q. And he asked to be relieved of having to</p> <p>6 pay the premium because he was dying of Cancer,</p> <p>7 correct?</p> <p>8 A. He had a claim for the waiver of</p> <p>9 premium.</p> <p>10 Q. Because of his Cancer?</p> <p>11 A. Correct.</p> <p>12 Q. Which he ultimately died of, correct?</p> <p>13 A. Correct.</p> <p>14 Q. And so he was first interviewed when he</p> <p>15 asked to have the premium's waived?</p> <p>16 A. Correct.</p> <p>17 Q. And was that interview provided to us as</p> <p>18 far as you know?</p> <p>19 A. Yes.</p> <p>20 Q. And was there anything about that</p> <p>21 interview that caused you or Met Life any concern?</p> <p>22 A. No, because again, he was coming in for</p> <p>23 waiver of premium for the gastric Cancer. He</p> <p>24 provided the doctors, the physicians that he was</p> <p>25 seeing at that time, and there was an authorization</p>

<p>1 Regina Solomon-Stowe 22 2 signed and the home office investigator, that's the 3 person that does the investigation, was able to try 4 to obtain those records for the medical, so that it 5 could be reviewed as far as allowing the waiver of 6 the premium. 7 Q. And were those records obtained? 8 A. Some were obtained, but I don't think all 9 of them were obtained before he deceased. 10 Q. Were any records obtained which would show 11 either elevated levels that would effect the liver, 12 Hepatitis B or anything of that nature? 13 A. I'm not aware of that. 14 Q. Are you familiar with "Hepatitis B"? 15 A. No more than knowing that it has to do 16 with the liver, it's a disease. 17 Q. Is that your knowledge of it? 18 A. That's my knowledge of it. 19 Q. Well, do you know whether it affects 20 Asians at a much greater number than it affects 21 other populations of this country? 22 A. No, not... 23 Q. Isn't Met Life aware of it? 24 A. I'm not sure. 25 Q. You know that was part, in our complaint,</p>	<p>1 Regina Solomon-Stowe 24 2 underwriting -- 3 MS. SHERER: Objection to the form. 4 MR. TRIEF: She just told me claim 5 advisories are suppose to review underwriting 6 and claims, so I have no idea how anybody can 7 reviewing anything without understanding 8 anything, that's hard for me to understand, but 9 I'll ask the questions. 10 Q. Do you or have you ever inquired whether 11 people have cleared the Hepatitis B virus? 12 A. No, I have not. 13 Q. Do you know if people clear the Hepatitis 14 B virus, whether they're at no greater risk of dying 15 than anybody else? 16 A. No. 17 Q. Well, if you don't know those questions, 18 how do you review what claims said and what 19 underwriting said; how do you make a review if you 20 don't understand any of the medicine? 21 MS. SHERER: Objection to the form. 22 A. That's not my position in my title. The 23 underwriting is responsible for the medical. They 24 review as far as the medical information is 25 concerned.</p>
<p>1 Regina Solomon-Stowe 23 2 we alleged that; are you aware of that? 3 A. Yes. 4 Q. Did Met Life do anything to investigate 5 that allegation? 6 A. I'm not aware of that. 7 Q. Do people clear the Hepatitis B virus? 8 A. I couldn't answer that either I'm not 9 sure. 10 MS. SHERER: I think that's beyond the 11 scope of her knowledge, whether people clear 12 the Hepatitis B virus. 13 MR. TRIEF: She's a 30B6 witness. 14 MS. SHERER: Yeah, but that's a medical 15 question. You can probably ask the doctor that 16 question. 17 MR. TRIEF: Well, I don't think so. I think 18 there's nothing wrong with the question. I 19 think that's what her job is. 20 MS. SHERER: She's not an underwriter. 21 MR. TRIEF: She's here as a Met Life -- 22 MS. SHERER: She's here as a claims 23 person, and 30B6 witness. 24 MR. TRIEF: I don't want to argue about it. 25 She claims advisory is suppose to review what</p>	<p>1 Regina Solomon-Stowe 25 2 Q. So when you say as a claims advisory you 3 look to see whether you agree with claims and 4 underwriting, that's not necessarily completely 5 accurate, because you're not reviewing anything 6 underwriting is doing? 7 MS. SHERER: Objection to the form. 8 A. I'm reviewing what underwriting stated in 9 their review of the medical records under their 10 claim. 11 Q. For what purpose are you reviewing what 12 they stated? 13 A. To see if there was a material -- if they 14 believe there was a material misrep. 15 Q. So, if underwriting believed there was a 16 material misrepresentation, you're not reviewing 17 that, you're taking it as the gospel or the truth, 18 correct? 19 A. I'm -- yes, if they say it's a material 20 misrep, it's a material misrep. 21 Q. Right that's what I'm asking. If they say 22 it is, it must be so, correct? 23 A. Based on the underwriting guidelines, yes. 24 Q. So what I'm saying is, there's no 25 independent review from you to see if underwriting</p>

1	Regina Solomon-Stowe	26
2	is accurate, knowledgeable, correct, or anything	
3	else like that?	
4	A. No, because I'm not an underwriter.	
5	Q. Okay. And the only reason this claim has	
6	been denied, is because of Met Life's claim that	
7	there was a material misrepresentation concerning	
8	Hepatitis B, am I correct?	
9	MS. SHERER: Objection to form.	
10	A. There's other questions in the application	
11	that were not accurate also.	
12	Q. List those.	
13	A. If you show me the application.	
14	Q. Well, you don't recall from -- off-hand?	
15	A. No.	
16	MR. TRIEF: Okay, we'll show you the	
17	application.	
18	A. Do you want to do it as an exhibit?	
19	Q. Tell me if that's useful for you, and I'll	
20	mark it. If that helps, I'll be happy to mark it.	
21	A. Yes.	
22	MR. TRIEF: So we can mark it as an	
23	exhibit.	
24	Q. And I guess it's the policy and	
25	application, correct?	
1	Regina Solomon-Stowe	27
2	A. Yes, it is.	
3	MR. DINNOCENZO: I have another one to	
4	work off of.	
5	(MARKED FOR ID: Plaintiff's 1.)	
6	Q. All right.	
7	A. I'm looking at Exhibit 1, bates stamp is	
8	"00392."	
9	Q. Uh-huh.	
10	A. Question Number 5, (Indicating,) on Part	
11	II of the paramedical, "5D" as in "David."	
12	"Have you ever received treatment,	
13	attention or advise from any physician, practitioner	
14	or health facility for or been told by any physician	
15	practitioner or health facility, that you had" --	
16	-- it says, "D" ulcer, colitis Hepatitis,	
17	cirrhosis or any other disease or disorder of the	
18	liver, gallbladder, stomach or intestine.	
19	Q. Well, maybe I made a mistake in my	
20	question, but that sounds like a Hepatitis B	
21	problem?	
22	A. It just says, "Hepatitis."	
23	Q. Right, okay, but Hepatitis is Hepatitis B,	
24	it's not A, and C, correct?	
25	A. But the question doesn't distinguish	
1	Regina Solomon-Stowe	28
2	between "A.B.C."	
3	Q. I'm not asking you about the questions,	
4	I'm asking you about whether the material	
5	misrepresentation, the only material	
6	misrepresentation that Met Life is claiming, is that	
7	he didn't disclose that he had Hepatitis B.	
8	MS. SHERER: Objection to the form.	
9	A. And I said they're other questions in	
10	here. I'm not finished.	
11	Q. Okay, but again material	
12	misrepresentation, not misrepresentation, but	
13	material misrepresentation, because it's a two part	
14	process, am I correct?	
15	A. Material misrepresentation.	
16	Q. Am I correct that the reason the policy is	
17	not paid is Met Life is claiming that not only is	
18	there a misrepresentation, but a material one,	
19	correct?	
20	A. Correct.	
21	Q. And the only material misrepresentation	
22	that Met Life is claiming, is that he didn't	
23	disclose that he had Hepatitis B, am I correct?	
24	MS. SHERER: Objection. Asked and	
25	answered.	

<p>1 Regina Solomon-Stowe 30 2 medical records that were obtained which show that 3 he was visiting the doctors, which he did not answer 4 these questions on the application correctly. 5 Q. What is the material about not disclosing 6 that you visited a doctor? 7 I understand the misrepresentation part of 8 it, but what's material about not disclosing that 9 you went to a doctor? 10 A. It's the records, what's indicated on the 11 medical records. 12 Q. What is it in those records 13 that's material? 14 A. That he had Hepatitis B. 15 Q. So the only thing that's material, that he 16 didn't disclose in Met Life's view, is the Hepatitis 17 B, correct? 18 A. That's the condition, yes. 19 Q. So no matter what answer you can point to 20 in the application, it all comes back to whether 21 Hepatitis B is material or not, would you agree? 22 MS. SHERER: Objection to the form. 23 A. Yes, I would agree with that. 24 Q. And, in fact, I have the Answers to 25 Plaintiff's Interrogatories, which I believe were</p>	<p>1 Regina Solomon-Stowe 32 2 A. No, I'm not. 3 Q. Did Met Life consult with any hematologists 4 or doctors who are experienced with either blood 5 disease, Hepatitis B, or liver disease concerning 6 Mr. Lin? 7 A. I'm not aware of that, no. 8 Q. How much before the end of the 9 contestability period did Mr. Lin die? 10 A. I would need the death certificate, 11 sorry. 12 Q. Let's say he died on "8-11-06"? 13 A. Okay, 8-11, that would have been 20 14 days. 15 Q. So if he died 20 days later, the policy 16 would have been paid without review? 17 A. Correct. 18 Q. How do you -- 19 How was the 11-31-04 date as the issuance 20 date determined? 21 A. The August 31st? 22 Q. Yes. 23 A. It's determined based on when the policy 24 was placed, which means that the underwriting, the 25 initial review underwriting was fine and everything,</p>
<p>1 Regina Solomon-Stowe 31 2 signed by you, and I'd like to mark that as "2." 3 I believe it says the same thing that you 4 just said now, and take a look at it and tell me. 5 (MARKED FOR ID: Plaintiff's 2.) 6 Q. Okay, take a look at that, please. 7 (Handing.) 8 A. Yes. 9 Q. Would you agree that if the Hepatitis B 10 was not material, then the policy should have been 11 paid? 12 MS. SHERER: Objection to form. 13 A. If the Hepatitis B was not considered 14 material from the underwriting prospective, yes. 15 Q. So the underwriting issues here, is the 16 essence of the dispute, would you agree? 17 A. I agree. 18 Q. And you know no other reason, why Met Life 19 has not paid, other than that it's Met Life's 20 position that Mr. Lin's Hepatitis B was material to 21 underwriting? 22 A. Correct. 23 Q. Are you aware of what science was looked 24 at by Met Life when they made their underwriting 25 review of the claim?</p>	<p>1 Regina Solomon-Stowe 33 2 and we were ready to issue the contract. 3 Q. So what is the application date? 4 A. The application date is August 8th -- 5 August 5th. 6 Q. So he died two years after the application 7 date? 8 A. I'm sorry, August 5th on the application 9 Part I, and August 18th on the application, on the 10 Part II of the application. 11 Q. What's the difference between the two 12 applications? 13 A. The first is just, like I would say it's 14 just -- you're indicating where you live and your 15 employee status, whereas Part II, is a Paramedical. 16 If the underwriting decides that a Paramedical needs 17 to be conducted, then this is done by usually a 18 third party, that part of the application, so they 19 have to take the urine and the blood and they would 20 have a date set up for the person to come in for 21 that. 22 Q. And Met Life is claiming there's a 23 misrepresentation, is that in the first part, the 24 one that was done first or the second part, the one 25 that was done second or both?</p>

<p>1 Regina Solomon-Stowe 34</p> <p>2 A. Both.</p> <p>3 Q. What is the misrepresentation in the</p> <p>4 second part?</p> <p>5 A. It has to do with the Hepatitis also.</p> <p>6 Q. There's a question of Hepatitis there as</p> <p>7 well, correct?</p> <p>8 A. Correct.</p> <p>9 Q. And a blood test was done, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And the blood test -- withdrawn.</p> <p>12 Met Life had the ability when they took</p> <p>13 the blood to test for Hepatitis, correct?</p> <p>14 A. Yes, they had the blood.</p> <p>15 Q. And did they test for Hepatitis?</p> <p>16 A. No, because he did not indicate he had</p> <p>17 Hepatitis.</p> <p>18 Q. Was that the reason?</p> <p>19 A. You can ask underwriting, but...</p> <p>20 Q. No, I'll ask underwriting also, but if you</p> <p>21 know, or you're guessing, if you're guessing --</p> <p>22 A. I'm guessing that he didn't respond to</p> <p>23 Hepatitis question.</p> <p>24 Q. Then I'll ask underwriting. If you knew,</p> <p>25 I would ask you.</p>	<p>1 Regina Solomon-Stowe 36</p> <p>2 could ever cause you to overturn that?</p> <p>3 A. There have been certain circumstances that</p> <p>4 may have us change, you know, change the position,</p> <p>5 reconsider.</p> <p>6 Q. What percentage of time as a claims</p> <p>7 advisor, have you gotten a recommendation from</p> <p>8 underwriting that a claim should be rejected for a</p> <p>9 material misrepresentation, that you have said, "No,</p> <p>10 you're wrong, it has to be changed"?</p> <p>11 A. It's a percentage, but I wouldn't know</p> <p>12 like the number.</p> <p>13 Q. Approximately? 10 percent, a hundred, 1</p> <p>14 percent, .5 percent, I don't know.</p> <p>15 A. I would say probably like maybe 2 percent,</p> <p>16 I would question it.</p> <p>17 Q. And what would be the basis for those</p> <p>18 questions; what would be the standard that you would</p> <p>19 be looking at?</p> <p>20 A. I would look at was the person aware,</p> <p>21 because sometimes people are not aware of</p> <p>22 conditions. You would look at the doctor's note to</p> <p>23 see, you know, if the doctor told the person about</p> <p>24 the condition. There's just other circumstances</p> <p>25 that may, you know...</p>
<p>1 Regina Solomon-Stowe 35</p> <p>2 So for claims advisory, what did you do</p> <p>3 to -- withdrawn, I'm sorry.</p> <p>4 When you reviewed this file, as a claims</p> <p>5 advisor, had you already, at that point, known that</p> <p>6 Met Life intended not to pay the death benefit</p> <p>7 because of the Hepatitis B?</p> <p>8 A. When it was referred, there was -- they</p> <p>9 had already rejected the benefit due to the</p> <p>10 Hepatitis B.</p> <p>11 Q. And you knew that, correct?</p> <p>12 A. Yes.</p> <p>13 Q. And so what did you do as a claims advisor</p> <p>14 once that was sent to you?</p> <p>15 A. I reviewed the records that we had, the</p> <p>16 medical records, looking at the decision that was</p> <p>17 made by the underwriters as far as whether or not it</p> <p>18 was a material misrepresentation, and looking at the</p> <p>19 interview to see if there was any other doctors or</p> <p>20 anything that were not obtained during that time,</p> <p>21 just making sure the file is complete, and based on</p> <p>22 our procedures and policies, whether or not I agreed</p> <p>23 with the decision to deny the claim.</p> <p>24 Q. If underwriting said it was material to</p> <p>25 us, is there anything that you, in your review,</p>	<p>1 Regina Solomon-Stowe 37</p> <p>2 Q. You listed two things that dealt for the</p> <p>3 misrepresentation portion of it, correct, not</p> <p>4 neither example dealt with the material portion of</p> <p>5 it?</p> <p>6 MS. SHERER: Objection to form.</p> <p>7 MR. TRIEF: I'll rephrase it.</p> <p>8 Q. In order for Met Life not to pay, there</p> <p>9 has to be a misrepresentation and it has to be</p> <p>10 material, correct?</p> <p>11 A. Yes, correct.</p> <p>12 Q. The example you gave, dealt with the</p> <p>13 misrepresentation portion, but not the material</p> <p>14 portion, am I correct?</p> <p>15 A. Yes.</p> <p>16 MS. SHERER: Objection.</p> <p>17 Q. Were there any times that you overruled</p> <p>18 underwriting as to the material portion?</p> <p>19 A. Yes, because again, it has to do with the</p> <p>20 misrep. If they were aware of what they were</p> <p>21 signing, you know, what they -- what we're saying,</p> <p>22 that they had a condition. If they weren't aware of</p> <p>23 that, then I would overlook the material for the</p> <p>24 benefit of the insured.</p> <p>25 Q. I hear you, but would you ever say to</p>

1 Regina Solomon-Stowe 38
 2 underwriting that "I'm going to overrule you that
 3 there was a misrepresentation, but it wasn't
 4 material"?
 5 A. No.
 6 Q. That would be strictly in underwriting?
 7 A. That's an underwriting procedure and
 8 guideline.
 9 Q. And would you ever say to Met Life that
 10 the insured, although he signed the application, was
 11 never asked the questions, so it wasn't a
 12 misrepresentation?
 13 A. If we have the statement from the agent,
 14 you know, usually we ask the agent, did they ask the
 15 questions. I can only go by what the agent
 16 stated.
 17 Q. So you rely on what the agent says without
 18 any other additional investigation?
 19 A. Unless the claimant is saying something
 20 otherwise, and then that would lead to another
 21 investigation.
 22 Q. Well, is -- do you know if the claimant is
 23 saying otherwise in this case?
 24 A. I haven't seen anything in the claim file
 25 where they're saying that the questions were not

1 Regina Solomon-Stowe 40
 2 underwriter was, you forgot it until we show it to
 3 you? .
 4 A. Yes.
 5 Q. In order to prepare yourself, you knew who
 6 the underwriter was in this particular case?
 7 A. I reviewed it, yes.
 8 Q. Did you ever communicate at all with my
 9 clients, any medical personnel or the agent?
 10 A. There was a letter sent to Jean Lin, I
 11 think, it's the spouse.
 12 Q. By you?
 13 A. Yes.
 14 Q. Is that the only communication that you
 15 had with either the claimant, any of the medical
 16 personnel or the agent, you personally, now as
 17 opposed to the corporation?
 18 A. And I met with Dr. Zamarripa (Ph.
 19 Spelled,) with our attorney prior to the deposition.
 20 Q. Any conversation you had with your
 21 attorneys, I don't want to go into, but any
 22 conversations you had with Dr. Zamarripa, I would
 23 like to go into, so if we can separate that?
 24 MS. SHERER: Outside of the presence of
 25 me?

1 Regina Solomon-Stowe 39
 2 asked by the agent.
 3 Q. Okay. Who was the original underwriter on
 4 the case?
 5 A. I have to look at the file because I don't
 6 remember off-hand.
 7 Q. Do you have it would you?
 8 MS. SHERER: Would the response to
 9 interrogatories help you?
 10 There's another set of interrogatories
 11 where we listed that name, there's two sets.
 12 This was the single and then there was a --
 13 MR. DINNOCENZO: I think they're in my
 14 office, they're in the file.
 15 MR. TRIEF: Okay, we'll get them at a break
 16 at some point.
 17 Q. What documents did you review to testify
 18 here as a -- on behalf of the corporation as opposed
 19 to yourself?
 20 A. I reviewed the claim file and our company
 21 procedures when it comes to rescission of policy.
 22 There was also underwriting, which was part of the
 23 claim file, the policy and the application and the
 24 medical records.
 25 Q. So at one time, you knew who the

1 Regina Solomon-Stowe 41
 2 THE WITNESS: There was none.
 3 Q. And when did you talk to Dr. Zamarripa?
 4 A. That was on Monday.
 5 Q. Was that the first time you had ever
 6 spoken to him about this case?
 7 A. Yes.
 8 Q. And so the denial had already occurred
 9 before you spoke to him?
 10 A. Yes.
 11 Q. Did you speak to anybody in underwriting
 12 before the dialogue occurred?
 13 A. Before? No.
 14 Q. Let me just mark this letter dated May 4,
 15 2007.
 16 (MARKED FOR ID: Plaintiff's 3.)
 17 Q. Is this the one communication that you
 18 referred to earlier?
 19 A. Yes.
 20 Q. Did you have any other communication,
 21 other than this letter with either the claimant,
 22 Mrs. Lin, any doctor or any agent?
 23 A. This is the only one, nothing else.
 24 Q. And not by phone, not by mail, not by any
 25 other way?

<p>1 Regina Solomon-Stowe 42</p> <p>2 A. No.</p> <p>3 Q. And again, this letter refers only to the</p> <p>4 Hepatitis B as being material, correct?</p> <p>5 A. Correct.</p> <p>6 Q. And you talk about underwriting here. Do</p> <p>7 you see that in the very last paragraph of the first</p> <p>8 page?</p> <p>9 A. Yes.</p> <p>10 Q. And you say that --</p> <p>11 Well, why don't you read the first</p> <p>12 sentence into the record.</p> <p>13 A. "If we had been aware of this information</p> <p>14 which was material from an underwriting prospective,</p> <p>15 the policy would not have been issued as applied</p> <p>16 for."</p> <p>17 Q. Where did you get the information that it</p> <p>18 was material from an underwriting prospective?</p> <p>19 A. The member that was signed by Dr. Z., Dr.</p> <p>20 Zamarripa.</p> <p>21 Q. I'd like to say the same thing, by the</p> <p>22 way.</p> <p>23 A. Which is in the claim file.</p> <p>24 Q. Was that the sole basis?</p> <p>25 A. Yes.</p>	<p>1 Regina Solomon-Stowe 44</p> <p>2 for so, they wouldn't have paid.</p> <p>3 Q. They would refund the premium, but they</p> <p>4 wouldn't pay any of the benefit?</p> <p>5 A. Right.</p> <p>6 Q. Now how do we know that's true?</p> <p>7 A. As far as material, being material?</p> <p>8 Q. Yeah, how does someone from the outside</p> <p>9 know that if what Dr. Zamarripa was saying is</p> <p>10 true?</p> <p>11 A. We have underwriting guidelines that the</p> <p>12 underwriters would review, based on the</p> <p>13 conditions.</p> <p>14 Q. Do you know what those guidelines are?</p> <p>15 A. No, I'm not aware of underwriting</p> <p>16 guidelines.</p> <p>17 Q. So then if I wanted to understand the</p> <p>18 basis for this claim, I would then have to speak to</p> <p>19 someone from underwriting?</p> <p>20 A. Correct.</p> <p>21 Q. And even though you're here on behalf of</p> <p>22 the corporation, you wouldn't have that knowledge?</p> <p>23 A. Not in underwriting, no.</p> <p>24 Q. And so is it fair to say, that you're just</p> <p>25 taking as true what Dr. Zamarripa is saying in</p>
<p>1 Regina Solomon-Stowe 43</p> <p>2 MR. TRIEF: Can we mark that.</p> <p>3 (MARKED FOR ID: Plaintiff's 4.)</p> <p>4 (Handing.)</p> <p>5 Q. Is Exhibit 4, what you call the letter</p> <p>6 from Dr. Z.?</p> <p>7 A. The memo, yes.</p> <p>8 Q. Is there anything else that you used in</p> <p>9 order for the claim that the information was</p> <p>10 material from underwriting prospective as contained</p> <p>11 in Exhibit 3?</p> <p>12 A. No, this would be the only document.</p> <p>13 Q. And Dr. Zamarripa in that memo, Exhibit 4,</p> <p>14 doesn't say that the policy would have been</p> <p>15 declined, does he?</p> <p>16 A. No, he doesn't.</p> <p>17 Q. So the policy would have been issued, just</p> <p>18 at a different rating, correct?</p> <p>19 A. Correct.</p> <p>20 Q. And so it was Met's position that if they</p> <p>21 just -- they would have issued the policy, but at a</p> <p>22 different rating, they didn't have to pay anything,</p> <p>23 correct?</p> <p>24 MS. SHERER: Objection to form.</p> <p>25 A. It would have been different as applied</p>	<p>1 Regina Solomon-Stowe 45</p> <p>2 Exhibit 4, when you're communicating with Mrs.</p> <p>3 Lin?</p> <p>4 A. Yes, cause he's the underwriter, yes.</p> <p>5 Q. And there's no double checking that you're</p> <p>6 doing of what he's saying?</p> <p>7 A. No.</p> <p>8 MR. TRIEF: Just give me a second.</p> <p>9 (Whereupon, there was a pause in the</p> <p>10 proceedings.)</p> <p>11 MR. TRIEF: Well, thank you very much for</p> <p>12 coming.</p> <p>13 MS. SHERER: It's only 11:00.</p> <p>14 MR. TRIEF: Well, if the witness doesn't</p> <p>15 know anything about the lawsuit, I'm not</p> <p>16 blaming her.</p> <p>17 MS. SCHERER: Well that's not exactly what</p> <p>18 she said.</p> <p>19 MR. TRIEF: Pretty much, it's Hepatitis B,</p> <p>20 I don't blame her, I'm not faulting her in</p> <p>21 anyway.</p> <p>22 MS. SHERER: I mean, I just wouldn't couch</p> <p>23 it that way that she knows nothing about the</p> <p>24 lawsuit, but you're free to do so.</p> <p>25 MR. TRIEF: She's a lovely lady I can say</p>

1 Regina Solomon-Stowe 46
 2 that. Nice seeing you.
 3 (Time noted: 11:00 A.M.)
 4
 5
 6 _____
 7 REGINA SOLOMON-STOWE
 8
 9 Subscribed and sworn to
 10 before me this ____ day
 11 _____, 2007
 12
 13 _____
 14 Raquel Torres
 15 Notary Public
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 Regina Solomon-Stowe 48
 2 STATE OF NEW YORK)
 3 ss.
 4 COUNTY OF NASSAU)
 5 I, Raquel Torres, a Shorthand Reporter
 6 and Notary Public of the State of New York,
 7 do hereby certify:
 8
 9 That, REGINA SOLOMON-STOWE, the witness,
 10 whose examination is hereinbefore set forth,
 11 was duly sworn, and that such examination is
 12 a true record of the testimony given by such
 13 witness.
 14
 15 I further certify that I am not related
 16 to any of the parties to this action by blood
 17 or marriage; and that I am in no way interested
 18 in the outcome of this matter.

19
 20
 21 _____
 22 Raquel Torres
 23 Notary Public
 24
 25

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